

## MEMORANDUM OF UNDERSTANDING

between

BAT CONSERVATION INTERNATIONAL

and the

U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

### I. Authority

This Memorandum of Understanding (MOU) between the US. Department of the Interior, Fish and Wildlife Service, hereinafter referred to as FWS, and Bat Conservation International, hereinafter referred to as BCI, is hereby entered into under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661), the Fish and Wildlife Act of 1956 (16 U.S.C. 742 f(a)(4) and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.). Together, BCI and the FWS will be referred to as the Cooperators.

### II. Purpose

The purpose of this MOU is to establish a general framework for cooperation and participation between BCI and the FWS in the conservation of bat species that are Federally listed or proposed for listing as endangered or threatened, or are candidates for placement on the Federal list of endangered and threatened wildlife (50 CFR 17.11), and to cooperate in activities necessary to maintain or increase the productivity of bats and their habitat on lands managed by the FWS, and on other lands as appropriate.

### III. Statement of Mutual Interest and Mutual Benefits

BCI was formed to promote the conservation of bats and their contribution to the environment, to contribute to the study of bats in their natural habitat, to contribute to the development of improved methods of population studies of bats, and to educate people about the valuable roles and needs of bats. BCI provides information and service to scientists, land managers, and the public.

The FWS is a Federal land management and regulatory agency responsible for implementing the Endangered Species Act and coordinating with other Federal and

State agencies in the national effort to prevent the extinction of species. The FWS is responsible for the publication of the plant and animal threatened, endangered and candidate lists.

BCI and the FWS have responsibilities and interests in the preservation, conservation, and productivity of bats and their habitats. BCI and the FWS desire to assist each other in conducting inventories, monitoring, research, and initiating actions which will support the productivity of bats, enhance their habitats, and educate the public about the roles and values of bats in ecosystems on lands managed by the FWS and other lands.

In consideration of the above premises, the BCI and the FWS agree as follows:

IV. BCI Shall:

1. Meet periodically with representatives of the FWS to review progress in mutual and independent efforts to accomplish the goals established in Part II of this MOU.
2. Cooperate with the FWS in meeting the purposes of this MOU and in accomplishing items of mutual interest and benefit related to the protection and conservation of bats. Such cooperation may include training, consultation, inventorying, monitoring, habitat improvement and restoration projects, education, or research projects. BCI recognizes that this MOU does not obligate the FWS to provide funds on a non-competitive basis. All projects developed or initiated through this MOU will be subject to Federal Acquisition Regulations and will require development of formal cooperative agreements or contracts as possible.
3. Not refer to this MOU in commercial advertising in a manner which states or implies that the activities of BCI are approved or endorsed by FWS.
4. Submit for prior review by the FWS, materials proposed for release to the public media which reference this MOU or any employee of the FWS or the Department of Interior.

V. FWS Shall:

1. Make FWS administered public lands available for the furtherance of this partnership, subject to applicable Federal laws, regulations, land use and activity plans for the affected area, and subject to approval by the authorized officer of the FWS for the area involved.
2. Provide leadership for the planning, implementation, and monitoring of work undertaken pursuant to this MOU and/or supplemental to this MOU.

3. Meet periodically with representatives of BCI to review progress in mutual and independent efforts to accomplish the goals established in Part II of this MOU.
4. Coordinate project planning with appropriate State agencies to ensure that projects developed under this MOU are consistent with State management objectives for wildlife.

VI.

It is Mutually Agreed and Understood By and Between The Cooperators That:

1. Cooperative projects may be developed by BCI and FWS with additional interested third parties such as the National Fish and Wildlife Foundation, State wildlife resource management agencies, other Federal agencies and other organizations as appropriate. All such projects will be made subject to Federal Acquisition Regulations and will require development of formal cooperative agreements or contracts as appropriate.
2. All improvements placed on FWS land at the direction of either of the parties shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the FWS as all other FWS improvements of a similar nature. BCI will be notified by the FWS of any proposed major change in management of the lands affected by the improvement projects prior to any change in management emphasis.
4. This MOU in no way restricts the FWS from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of wildlife habitats.
5. Nothing in this MOU shall be construed as obligating the FWS or BCI to expend money, or as involving the United States in any obligation for the present or future payment of money in excess of appropriations authorized by law and administratively allocated for work undertaken pursuant to this MOU and/or supplemental to this MOU.
6. The Government's tort liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. et. seq.).
7. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed and dated by both parties.
8. Either party may terminate this MOU by providing 30 days written notice.

9. Nothing in this MOU shall be construed as giving BCI or the FWS any type of exclusive arrangements to the exclusion or detriment of other interested groups of organizations.

10. No part of this MOU or supplements hereto shall entitle BCI or FWS to any share of interest in activities other than those provided by applicable laws and regulations.

11. During the performance of work undertaken pursuant to the MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of this MOU, the parties shall not discriminate on the grounds of race, color, creed, gender, age, physical handicap or national origin.

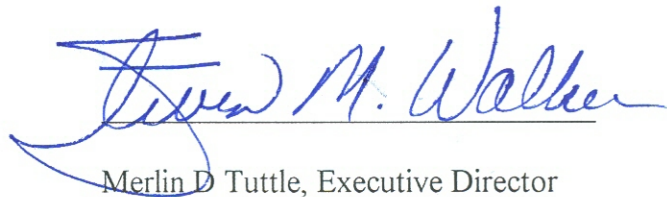
VII. Effective Date:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

U.S. Department of the Interior  
U.S. Fish and Wildlife Service

Bat Conservation International

  
John Rogers, Acting Director

  
Merlin D Tuttle, Executive Director

9/5/96  
Date

10/22/96  
Date